



## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

October 31, 2017

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AFFILIATION AGREEMENT FOR PARAMEDIC TRAINING BY THE UNIVERSITY OF ANTELOPE VALLEY AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to enter into an Affiliation Agreement with the University of Antelope Valley (UAV) for field internship training for their Paramedic Education Program (Paramedic Program). In addition, the District is requesting authority to reimburse the UAV for costs, including but not limited to tuition, textbooks, and miscellaneous fees, incurred in the provision of paramedic training for District employees enrolled as students in the Paramedic Program.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Authorize the Fire Chief, or his designee, to enter into the Affiliation Agreement for the District to conduct the field internship component of the Paramedic Program provided by the UAV for pre-hospital care, as established by State regulation and the Los Angeles County Department of Health Services, Emergency Medical Services (DHS EMS) Agency policy.
2. Authorize the District to compensate the UAV for costs, including but not limited to tuition, textbooks, and miscellaneous fees, for providing paramedic training to District employees enrolled as students in the Paramedic Program, as the costs are annually adjusted by the UAV.
3. Delegate authority to the Fire Chief, or his designee, to approve future affiliation agreements involving similar Paramedic Programs and to compensate costs incurred by agencies for providing paramedic training to District employees in accordance with their rates for tuition, textbooks and

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

42 October 31, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

miscellaneous fees, given it is reviewed and approved as to form by County Counsel.

4. Find that this agreement is exempt from the provisions of the California Environmental Quality Act (CEQA).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The licensing and certification rules and regulations for Emergency Medical Technicians (EMTs) - Paramedics, as established by State regulation and DHS EMS policy, require paramedic trainees to complete a course of study that includes didactic education, clinical experience, and a field internship.

The District currently utilizes the DHS EMS approved Paramedic Programs at El Camino College and Regents of the University of California Los Angeles (UCLA), Center for Prehospital Care, to certify and license approximately 120 District employees as paramedics annually. Approval of the recommended actions with UAV will provide another option, and more capacity, for training and certifying District employees as paramedics. District staff work with each organization to determine which one can best accommodate the District's scheduling and location needs.

For the classroom and clinical components of the Paramedic Program, the contracting organization provides the didactic education and clinical experience programs. The District is responsible for the costs of tuition, textbooks, and miscellaneous fees of providing paramedic training to District employees enrolled as students in the Paramedic Programs, as the costs are annually adjusted by each organization.

The field internship component of the Paramedic Program is conducted utilizing District facilities, equipment, and apparatus under the direct supervision of on-duty District staff. Affiliation agreements are the mechanism used to outline the parameters of the District's provision of field training under these Paramedic Programs.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

### **FISCAL IMPACT/FINANCING**

Sufficient funding is available in the District's Fiscal Year 2017-18 Final Adopted Budget. There is no impact to net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The District will continue to ensure that future affiliation agreements comply with State regulations and DHS EMS' policy for such programs.

The affiliation agreement with the UAV has been approved as to form by County Counsel.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The approval of the recommended actions will assist in providing all aspects of the necessary paramedic training to members of the District to promote quality life safety paramedic services.

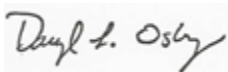
**CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamp copy of the letter and attachment to the following office:

Consolidated Fire Protection District of Los Angeles County  
Executive Office  
Attention: Rick Velasquez, Chief of Staff  
1320 North Eastern Avenue  
Los Angeles, CA 90063  
Rick.Velasquez@fire.lacounty.gov

The District's contact may be reached at (323) 881-6180.

Respectfully submitted,



DARYL L. OSBY  
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer  
County Counsel  
Auditor-Controller

AFFILIATION AGREEMENT  
BETWEEN  
THE UNIVERSITY OF ANTELOPE VALLEY  
AND  
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

THIS AFFILIATION AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the University of Antelope Valley (“PROGRAM”) and the Consolidated Fire Protection District of Los Angeles County, an emergency medical service (EMS) provider (“AFFILIATE”), with reference to the following facts:

WITNESSETH:

WHEREAS, PROGRAM conducts training and instruction programs for students leading to certification and licensure as an Emergency Medical Technician-Paramedic (hereinafter collectively referred to as “TRAINEES”) and desires access to facilities, equipment and apparatus in which TRAINEES can obtain broader clinical, hands on, learning experiences; and

WHEREAS, the licensing and certification rules and regulations for Emergency Medical Technician-Paramedics as established by the California EMS Authority (EMSA) and the Los Angeles County of Department of Health Services EMS Agency (“DHS”) requires TRAINEES to complete a course of study that includes a clinical experience in a field internship setting; and

WHEREAS, AFFILIATE maintains facilities, equipment, and apparatus which can be used to furnish clinical experience to TRAINEES, is an approved EMS provider, and AFFILIATE desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that TRAINEES obtain their clinical internship experience at AFFILIATE’S facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF PROGRAM. PROGRAM agrees that it shall:

- A. Establish the educational goals and objectives of the paramedic education program in manner consistent with the standards and requirements set forth by the state of California EMS Authority (EMSA), DHS, and other applicable agencies. Such goals and objectives shall reflect the PROGRAM’S commitment to providing education and training programs to TRAINEES.
- B. Assign each TRAINEE an approved preceptor with appropriate training and experience to mentor the TRAINEE during the field internship assignment. The preceptor shall monitor the TRAINEE’S progress and evaluate the TRAINEE at the end of each shift. Each TRAINEE shall complete a minimum of 480 hours, but no more than 720 hours of clinical internship.

- C. Designate a member of PROGRAM'S staff to provide coordination, oversight and direction of TRAINEES' educational activities and assignments during the field internship with AFFILIATE. Such person shall be the Clinical Coordinator and shall also act as liaison with AFFILIATE.
- D. Provide each TRAINEE with a pre-assignment health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of MMR vaccination, and proof of negative TB test.
- E. Educate TRAINEES regarding compliance with all required OSHA regulations including, but not limited to, blood-borne pathogen standards.
- F. Furnish each TRAINEE with a clinical experience manual or materials that describe the goals, policies, and procedures of the PROGRAM. AFFILIATE shall have the opportunity to review and comment on these materials.
- G. Develop and implement a mechanism for determining evaluation of the performance of TRAINEES to include, where appropriate, input from AFFILIATE.
- H. Maintain records and reports concerning the education of TRAINEES, which shall include the TRAINEES' licensure/certification, pre-assignment health assessment record, and history of immunizations.
- I. Require assigned TRAINEES to:
  - 1. Comply with AFFILIATE'S applicable policies, procedures and guidelines, and applicable state and federal laws and regulations; including those concerning the confidentiality of patient care and patient records; and
  - 2. Have all required personal protective equipment including, but not limited to, safety goggles, particulate respirators, and an appropriate uniform.

II. RESPONSIBILITIES OF AFFILIATE. AFFILIATE agrees that it shall:

- A. Maintain adequate staff and equipment to meet the educational goals and objectives of PROGRAM in a manner consistent with the standards and requirements established by PROGRAM, EMSA and DHS.
- B. Designate, after consultation with PROGRAM, a person to coordinate TRAINEES' schedules and activities while working with AFFILIATE. Such person shall be the Program Coordinator and shall act as liaison with the PROGRAM. The name of AFFILIATE'S Program Coordinator shall be provided to the PROGRAM'S Program Director.
- C. Implement schedules for TRAINEES in conjunction with the Program Director and in accordance with PROGRAM'S educational goals and objectives. AFFILIATE shall determine the number of TRAINEES permitted to rotate

through the field internship. AFFILIATE must ensure that TRAINEES are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

- D. Protect the health and safety of TRAINEES on rotation with AFFILIATE by providing each TRAINEE with the following:
  - 1. A brief orientation of the area and equipment where TRAINEE will be working, and any information about AFFILIATE'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
  - 2. Instruction in AFFILIATE'S policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE'S protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;
  - 3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of TRAINEE in the event of needlestick injury to or other exposure of TRAINEE to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800) 342-2437. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and
  - 4. Access to any of AFFILIATE'S applicable reference materials.
- E. Maintain its designation as a public EMS provider and comply with all applicable laws, regulations, and DHS requirements. AFFILIATE shall notify the PROGRAM within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, or DHS requirements.
- F. Permit inspection of its field internship and related facilities by the Program Director or other PROGRAM faculty and staff to evaluate TRAINEE performance.
- G. With respect to any professional services performed by TRAINEES under this Agreement, AFFILIATE agrees to inform the PROGRAM and its Program Director as follows:
  - 1. Immediately upon initiation of an investigation into the conduct of a TRAINEE;

2. Within ten days after receipt of service of a complaint, summons or notice of claim naming a TRAINEE; or
3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a TRAINEE has been named or in which a settlement is being proposed on their behalf.

### III. DISCRIMINATION – PROHIBITION.

PROGRAM and AFFILIATE agree not to discriminate in the selection or acceptance of any TRAINEE pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer related) as defined in section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or PROGRAM policy.

### IV. TERM.

The term of this Agreement shall become effective upon final execution and shall continue in effect for two (2) years through \_\_\_\_\_, 2019 or until earlier terminated.

### V. TERMINATION.

- A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon thirty (30) days prior written notice to the other party or upon completion of the TRAINEES' rotation, whichever is greater.
- B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving sixty (60) days prior written notice of termination to the breaching party.

### VI. INSURANCE.

- A. Without limiting their respective indemnification obligations herein, both AFFILIATE and PROGRAM, each at its respective and sole cost and expense, shall insure or self-insure its own liabilities in connection with this Agreement. Such insurance or self-insurance shall remain in effect throughout the term of the Agreement and shall include:
  1. Professional Medical Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then the extended reporting (tail) coverage shall be obtained for the remainder of the five (5) year period.

2. Commercial General Liability Insurance with limits of five million dollars (\$5,000,000) per occurrence.
3. Workers' Compensation Insurance satisfying statutory requirements and including Employer's Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident.
4. Business Automobile Liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

#### VII. INDEMNIFICATION.

- A. AFFILIATE shall defend, indemnify and hold PROGRAM, its officers, employees, agents, and TRAINEES harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employers, or agents.
- B. PROGRAM shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PROGRAM, its officers, employees, agents, or TRAINEES.

#### VIII. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and PROGRAM agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. PROGRAM shall be responsible for discipline of TRAINEES in accordance with programs applicable policies and procedures.

To the extent allowed by law, AFFILIATE and PROGRAM shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or PROGRAM to disclose any peer review documents, records or communications



which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

#### IX. PATIENT RECORDS.

Any and all of AFFILIATE'S medical records and charts created at AFFILIATE'S facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, PROGRAM shall be permitted to inspect and/or duplicate, at PROGRAM'S expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state, and local laws.

#### X. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

#### XI. ASSIGNMENT.

Neither AFFILIATE nor PROGRAM shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may not assign TRAINEES to locations other than those described in Section II.A without the prior written consent of PROGRAM.

#### XII. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

#### XIII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XIV. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the AFFILIATE'S Fire Chief or his designee, and the authorized representatives of PROGRAM. AFFILIATE and PROGRAM agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of the Agreement.

XVI. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between parties relating to such subject matter.

XVII. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XVIII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO PROGRAM: Aaron Aumann  
Director of EMS Programs  
University of Antelope Valley  
44055 N. Sierra Hwy.  
Lancaster, CA 93534  
Phone: (661) 726-1911

TO AFFILIATE: Jon F. O'Brien  
Acting Deputy Fire Chief  
Consolidated Fire Protection District of Los Angeles  
1320 N. Eastern Ave.  
Los Angeles, CA 90063  
Phone: (323) 881-2337

The parties have executed this Agreement as set forth below.

University of Antelope Valley

Consolidated Fire Protection District of  
Los Angeles

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_


Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By  \_\_\_\_\_  
Scott Kuhn, Principal Deputy